

Reposting – Questions and Answers Form

Q #	Questions	RFP Reference (Document & Page-Section-Item)	Answers
1	For 'V1 Vertical Transportation', the PM Standards states: 'Contractor shall provide all labor, tools, equipment, and materials necessary for the satisfactory performance of regularly scheduled preventive maintenance servicing. This includes any required callbacks, adjustments, lubrication, repairs, part replacements, testing and cleaning as required to maintain all elevator equipment in compliance with governing standards for condition and safe operating order, at all times.' Should the SPF provide pricing that includes 'callbacks' for any issues that occur with the elevators such as entrapment, elevator failure?	Attachment #4 Planned Activities and PM Schedule	Callbacks for any issues that occur outside the performance of preventative maintenance will be treated as work orders.
2	The routine monthly testing of emergency lighting is not specifically called out in the PM Standards; should this have been included in the price for Monthly Rounds and Readings?	Attachment #4 Planned Activities and PM Schedule	Yes, see PM R1 section 5.8.

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3	The monthly inspection of fire extinguishers is not specifically called out in the PM Standards; should this be included in the price for Monthly Rounds and Readings?	Attachment #4 Planned Activities and PM Schedule	Yes, see PM R1 section 5.9.
4	The 5-year test for sprinkler systems is not specifically called out in the PM Standards and there is no input for PMs with a frequency of more than 1 year in the pricing workbooks; should the 5-year sprinkler test be included in the annual PM pricing?	Attachment #4 Planned Activities and PM Schedule BANCRO, NCRO, SRO Pricing Workbooks	The cost should be amortized over five years
5	The 5-year load test for elevators is not specifically called out in the PM Standards and there is no input for PMs with a frequency of more than 1 year in the pricing workbooks; should the 5-year load test be included in the annual PM pricing under 'V1 Vertical Transportation'?	Attachment #4 Planned Activities and PM Schedule BANCRO, NCRO, SRO Pricing Workbooks	The cost should be amortized over five years

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6	<p>Under 'L1 Life Safety' it is not clear what the Units represents. The number of Units varies between 1 and 15 per building. Should the total price for quarterly and annual maintenance by building be divided by the number of Units for the Unit pricing inputs?</p>	<p>BANCRO, NCRO, SRO Pricing Workbooks</p>	<p>The monthly, or annual PM price amount, is the SP cost per individual life safety asset. The number of units represents the various units provided in the asset list. The total cost per asset is the sum of the PM costs, times the quantity, resulting in a single annual cost. This is then multiplied by the number of assets identified in the asset list and quantified in the workbook(s).</p>
7	<p>Under 'L1 Life Safety' code requires monthly, 6-month and 5-year tests, but there are only inputs in the pricing workbooks for quarterly and annual. Should the monthly required tests be included in the quarterly price and the 6-month and 5-year tests be included in the annual price?</p>	<p>BANCRO, NCRO, SRO Pricing Workbooks</p>	<p>The monthly required tests should be included in the quarterly price and the 6-month and 5-year tests included in the annual price.</p>

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8	Under 'V1 Vertical Transportation' there is no distinction between different types of vertical transportation equipment such as hydraulic elevators, traction elevators, escalators, wheelchair lifts, and dumb waiters. Should the unit pricing for these different types represent a weighted average based on the elevator mix for each building?	BANCRO, NCRO, SRO Pricing Workbooks	The unit pricing should represent the SVP's cost to perform the PM on any elevator within the facility.
9	Generally, the number of Electrical Panels, Transformers and MCCs by building appears very low in the Pricing Workbooks and in many cases is zero. Will these be Cost Plus items?	BANCRO, NCRO, SRO Pricing Workbooks	The quantity identified in the pricing workbooks represents the documented assets within CAFM. Any additions or deletions to the quantities will result in a contract modification based upon the verified quantities with the SVP.
10	The pricing for 'Water Treatment' appears to have been removed from the Pricing Workbooks. Will this now be a Cost Plus item?	BANCRO, NCRO, SRO Pricing Workbooks	<p>The SVP is required to price the work to perform the PM program scope. The scheduling and approach to the execution of the work is to be proposed by the SVP. Where multiple tasks can be performed efficiently, the SVP should review the evaluation criteria. Note the weighting of price in their overall evaluation and solution.</p> <p>Under 'E8 Lighting and Controls (Interior</p>

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11	A number of line item inputs appear to have been added to the pricing workbooks with the quantity of units for those items as Zero. For example, the pricing workbook for BANCRO is requesting monthly pricing for 'Geothermal Systems' at 19 buildings, monthly pricing for 'Air Cooled Chillers' at 19 buildings and monthly pricing for 'Steam Systems' at 16 buildings. To our knowledge, these assets do not exist.	BANCRO, NCRO, SRO Pricing Workbooks	If the systems does not exist do not price.
12	Under 'E8 Lighting and Controls (Interior and Exterior)' it is not clear what the Units represents. The number of Units varies between 0 and 3 per building. Should the total monthly price for the building be divided by the number of Units for the Unit Pricing input?	BANCRO, NCRO, SRO Pricing Workbooks	The unit pricing should represent the SVP's cost to perform the PM on any elevator within the facility.

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13	The Facility Procedures Manual under 'B1 Building Exterior/ Hardscape (Monthly)' states that 'The cost of sweeping services shall be based on four (4) complete sweeping services on a unit cost basis per 100 square feet of sweeping surface area annually.' Please confirm that the pricing in the pricing workbook should be 'per 100 square feet'.	Attachment #4 Planned Activities and PM Schedule BANCRO, NCRO, SRO Pricing Workbooks	These frequencies have been stipulated by JCC as their best practice standards for this contract.

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<p>14</p>	<p>In the pricing workbooks we see several PM frequencies that exceed what is normally recommended, increase costs, and in some cases will likely cause unnecessary disruption to the Courts. These include the following:</p> <ul style="list-style-type: none"> • E4 Automatic Transfer Switches: The pricing workbooks call for quarterly testing; recommended testing frequency is annual as each test requires a building shutdown • H4 Centrifugal Chiller: The pricing workbooks call for monthly maintenance; recommended testing frequency is quarterly and annual. • H5 Cooling Tower: The pricing workbooks call for monthly maintenance; recommended testing frequency is quarterly and annual. • H8 Water Source Heat Pump: The pricing workbooks call for monthly maintenance; recommended testing frequency is quarterly and annual. • P1 Hot Water Boiler: The pricing workbooks call for monthly maintenance; recommended testing frequency is quarterly and annual. 	<p>BANCRO, NCRO, SRO Pricing Workbooks</p>	<p>These frequencies have been stipulated by JCC as their best practice standards for this contract.</p>
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15	<p>Given the current conditions of the COVID-19 pandemic and statewide shelter-in-place order, we respectfully request that the Judicial Council exercise this option for electronic proposal submittal and waive the requirements for printed/shipped copies of the documents.</p>	<p>RFP-FS-SP-2019-03-JP, Section 8.A.5.</p>	<p>It is the Judicial Council’s preference to receive printed copies of the proposal materials. This will ensure that they are presented in the format and quality representative of the offeror’s proposal.</p>
16	<p>We noticed an error in the RFP pricing workbook for the SRO and would like to know if the JCC prefers the findings to be submitted/entered as a question on the form attached or written out via an e mail? The “Errors in the RFP” section (G. page 32) isn’t clear. Your direction is appreciated and hope all is well.</p>	<p>RFP pricing workbook for the SRO / Errors in the RFP” section (G. page 32)</p>	<p>Please identify the “error(s)” as an attachment to the form. This will allow for review, clarification or revision, as appropriate.</p> <p>Landscaping has been updated to reflect 40 events annually in the excel workbooks. Corrected workbooks are provided by addendum with the updated Attachment 3, Regional Pricing Worksheet.</p>

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17	<p>Section 6.0.C Term of Contract states, “Pricing for the base period for Cost Element 1 will be fixed and any exercised options will be subject to escalation provisions, utilizing indices defined in the Contract. Pricing for Cost Element 2 will be fixed for the first year of the Contract and will have annual escalation provisions, utilizing indices defined in the Contract.”</p> <p>Please confirm that the fixed price as part of Cost Element 1 is to be fixed for the first five years of the contract.</p> <p>Cost Element 2 clearly has an annual escalation provision after the first year; however, annual escalation for Cost Element 1 is not explicitly stated.</p>	<p>RFP-FS-SP-2019-03-JP, Section 6.0.C Term of Contract (pg. 9)</p>	<p>The fixed price as part of Cost Element 1 is fixed for the first five years of the contract. Please also refer to Exhibit F – Contract Sample, Section 8. Economic Price Adjustments.</p>

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Q #	Questions	RFP Reference (Document & Page-Section-Item)	Answers
18	<p>Attachment 4, FPM, Section 5 Lighting and Controls (interior/exterior) Monthly PM procedure states Contractor shall supply materials for lighting controls. Item 4 includes lamp and ballast replacement. Are bulbs, lamps, and ballasts considered Task Order Work as stated in Section 5.A.2 of the RFP?</p> <p>Please clarify as providing bulbs, lamps, and ballasts relates to the overall cost.</p> <p>(Also note that the description for section 5 refers to treating and maintaining water conditioning, instead of lighting controls)</p>	Attachment 4, FPM, Section 5 (page 280)	Bulbs, lamps, and ballasts are replacement parts, not preventative maintenance. Therefore they will be addressed through the TO process.
19	Please confirm that all daily and weekly rounds and readings have been eliminated from the scope of work.	RFP-FS-SP-2019-03-JP-Attachment-4-FPMs.pdf Section R1, pg. 373	The daily and weekly rounds and readings have not been eliminated from the scope. Daily rounds and readings have been revised to stipulate which courthouses must have daily rounds and readings conducted, with weekly rounds and readings for all other courthouses. In all cases where daily rounds and readings are not stipulated, weekly rounds and readings are required.

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20	Will the eliminated rounds and readings be performed by others, or will they not to be performed at all?	RFP-FS-SP-2019-03-JP-Attachment-4-FPMs.pdf Section R1, pg. 373	No, see response to question 19 above.
21	The "Adjustments to Allowable Expenses" section identifies that only changes to the facilities list will be reason for an adjustment of pricing related to the service delivery. What, if any, considerations are to be made for changes to the asset list within a building itself. The assets are the primary driver of scope and scale within a facility, and the type and quantity of these assets change overtime. Will there be an adjustment mechanism put in place within the contract to account for this type of facility change?	RFP-FS-SP-2019-03-JP-Attachment 6, Draft Contract: Exhibit F, Page 1, Section 2.1.2.	The SP will be required to verify the assets by Facility. Additions/deletions to the asset list, through asset verification or facility modifications, will be treated as changes through an updated table which will be available to the contractor and this process shall be detailed in the contract. No such addition, removal, or change will require an Amendment.
22	The use of System ID in the pricing workbooks does not account for the use of Unifomat Codes or Equip Code and/or Asset Class used in the asset list. Would the JCC please assign a System ID to each existing Equipment Code in Column E of the tab titled "JCC Unifomat List - Asset Class" to help assure adequate alignment between current state information and future state information by all respondents?	RFP-FS-SP-2019-03-JP-Attachment 10: Asset List By Region, "JCC Unifomat List - Asset Class" Tab	This information will be available at a future date to the Service Providers awarded a contract.

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<p>23</p>	<p>Equipment History Assessments: States - <i>"The Contractor shall provide quarterly updates for equipment history files of completed PMs and TOs for all machines and equipment individually identified as assets in CAFM. Updates shall include causes of failures and repairs made. Contractor shall provide diagnostic records, such as infrared survey results, water treatment analysis, oil analysis, boiler emissions testing and steam trap testing results."</i></p> <p>Does the JCC anticipate that every asset will have a report generated will its current status and any events related to that asset discussed in that report on a Quarterly basis? If so, what will be the manner of tasking, will it be a CAFM SWO per asset for report tracking and delivery, or a comprehensive report all assets in the given JCC portfolio?</p> <p>Additionally, if an asset does not have preventative or demand maintenance conducted during the period, what additional information would the JCC be looking for this reporting obligation?</p>	<p>RFP-FS-SP-2019-03-JP-Attachment 6, Draft Contract: Exhibit C, Page 6, Section 2.5.3</p>	<p>The JCC anticipates that every asset that has a completed PM or TO, in the reporting period, be documented in CAFM. For TO(s), the updates shall include the cause of failures and repairs made. In addition, SV shall provide diagnostic records, such as infrared survey results, water treatment analysis, oil analysis, boiler emissions testing and steam trap testing results, as applicable.</p>
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24	<p>Timeliness: The sample contract provides a scale of penalty assessment for late completion and/or response time of both PM(s) and TO(s). This results in the following specific questions:</p> <p>PM(s): Are the assessed penalties on the proposed price of the specific PM?</p> <p>TO/FM Response Table: There is no definition of "Response" in the discussion of the penalty assessment. Is it correct to infer that the definition of response is equivalent to the moment the contractor dispatches the responding resource as established in the Sample Contract: Exhibit D, Page 4, Section 3.9?</p> <p>TO/FM Response and Completion Table(s): The penalty scales suggests that the penalties are applied to the "Monthly Cost". Is this applied to the contractor's Cost Element 1 - Fixed Price Work, or to the Monthly total billing of the Cost Element 2 - Task Orders?</p>	<p>RFP-FS-SP-2019-03-JP-Attachment 6, Draft Contract: Exhibit E, Page 9, Section 7</p>	<p>Penalties are assessed on the total price of the billing period PM's, by facility.</p> <p>The penalty scale applies to the "Monthly Cost" of the Cost Element 1 – Fixed Price Work, where a penalty event occurs. Separately, or in addition, where a penalty event occurs to TO(s), the penalty will apply to the monthly total of the Cost Element 2 – Task Orders.</p> <p>Yes, the definition of response is equivalent to the moment the contractor dispatches the responding resource as established in the Sample Contract: Exhibit D, Page 4, Section 3.9.</p>

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25	How will changes to the price/value of the contract be managed for changes not requiring an amendment? Will there be a Schedule of Values manner of tracking or similar methodology?	Follow-on to the previous question #60	Changes not requiring an amendment will be managed utilizing a schedule of values with backup documentation. A quarterly reconciliation will be conducted with the SP(s).

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<p style="text-align: center;">26</p>	<p>The New Hazards Management Plan speaks very specifically to Facility Modifications.</p> <p>Are we to assume that this process documents related to all future state "TO(s)"; and does this criteria apply to PM work?</p> <p>Secondly, how will the JCC manage the testing results so that the contractor will be able to reference prior results for the guidance of new work?</p> <p>Thirdly, for the disturbance of materials such as ceiling tile(or other similar scenario) in the performance of Preventative Maintenance Work, who is responsible for the cost of testing materials? And in the absence of a managed testing result library, is it assumed that the contractor will have to test an area every time they perform the work?</p> <p>Fourth, what process will the JCC have or expect the Service Provider to have cataloging and managing the introduction of new materials to the workspace, and what certifications regarding the material composition of those materials will have to be made? How will that information be managed?</p>	<p>RFP-FS-SP-2019-03-JP-Attachment 13, New Asbestos Mgt. Plan, Appendix C</p>	<p>This applies to future state "TO(s)."</p> <p>The testing/results appropriate for new work, will be addressed on a case-by-case basis and incorporated, as appropriate, into the "TO(s)."</p> <p>The SVP is responsible for the disturbance of materials in the performance of Preventative Maintenance Work. Their personnel are required to be trained in identification of Asbestos Containing Material (ACM) and other hazardous material(s), such as lead.</p> <p>Documentation relating to new materials, will be required to be included with final TO paperwork. See RFP Attachments 9, 13 and 14.</p>
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27	It was previously stated that the expected completion date for full compliance for Arc Flash Studies and OSHA compliant signage and markings to be in place. What progress has been made towards that goal? If the work is not complete by the transition period, what role will the new SP(s) have in assuring completion?	Follow-on to the previous question #73.	The new SP(s) may be engaged through the TO process to support JCC with on-going/outstanding elements of this initiative.
28	How will JCC chargeback license or software costs to the Service Providers that utilize the JCC instance of CAFM/Tririga for work order management processes?	RFP-FS-SP-2019-03-JP 10.C.12. Work Order Management System/Data Management (P. 17)	Refer to Exhibit F, 2.4. Phase-In Costs and Phase-Out Costs.

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29	<p>Is the “Stationary Engineer” <i>classification</i> set forth in the DIR’s Special Determination for the Stationary Engineer <i>craft</i>, the only classification that can be used in pricing the scope of work for the “Stationary Engineer” job description set forth in Attachment 12 to the RFP and Exhibit L to the draft Contract attached as Attachment 6?</p>	<p>RFP Attachment 12, Sample Contract Exhibit L</p>	<p>The DIR issued a special determination for the craft Stationary Engineer which includes 3 classifications: Stationary Engineer, Utility Engineer and Maintenance Attendant. SPFs should use the prevailing wage rates for the “Stationary Engineer” classification for all preventative maintenance work described in the “Stationary Engineer” Job Description set forth in Attachment 12 to the RFP and Exhibit L to the draft Contract attached as Attachment 6. Additionally, SPFs must review the Stationary Engineer scope of work to properly price its proposal and to classify workers proposed to perform the work commensurate with the skillset required for all classifications set forth in the Special Determination.</p>